

# CONTRACT TO BUY NATURAL GAS FOR A HOME

## 1. What you are buying and from who

Energy Retailer information	RiteRate.ca is not your Gas Utility. We are licensed by the Ontario Energy Board to sell natural gas. Our natural gas licence number is GM-2018-0161.  <a href="#">Section 7</a> tells you how to contact us for different reasons.
Your information	Name: Email: Daytime Phone: Home Phone: Your Utility Area: October 25th, 2021 – Natural Gas Market Update Your Utility Account:
Address of the Home to be supplied under this Contract	Address:  ,
Contract Price: What you pay for natural gas under this Contract	Type of Contract Price: <input type="checkbox"/> Fixed price <input type="checkbox"/> Blended <input type="checkbox"/> Monthly fixed <input type="checkbox"/> Other We call this: Years,  <a href="#">Section 4.2</a> tells you more about the Contract Price. It also tells you what part of your natural gas bills the Contract Price covers.
Other energy costs: Charges you will continue to pay to others	The Contract Price is only for part of your total natural gas bill. You will remain responsible for paying other charges to have natural gas delivered to the Home.  <a href="#">Section 4.3</a> tells you more about these other charges.

Contract Length	<p>The Contract Length starts on the Contract Start Date.</p> <p>You will be buying your natural gas from RiteRate.ca for:  <input type="checkbox"/> 1 year <input type="checkbox"/> 2 years <input type="checkbox"/> 5 years <input checked="" type="checkbox"/> Other - Years</p>
Contract Start Date	<p>This Contract will start on the day you start to get natural gas under the Contract.</p> <p><a href="#">Section 3.3</a> tells you how long it should normally take for that to happen.</p>
Your right to change your mind	<p>After you enter into this Contract, you have 10 days to change your mind. The <a href="#">Energy Consumer Protection Act</a> gives you this right. If you tell us that you have changed your mind in those 10 days, the Contract will end. You will not have to pay a Cancellation Fee.</p> <p><a href="#">Section 5.1</a> tells you about your right to change your mind.</p>
Your rights to end this Contract	<p>You can end this Contract for different reasons. If you end the Contract more than 30 days after you get your second bill under the Contract Price, you may have to pay a Cancellation Fee.</p> <p><a href="#">Section 5.2</a> tells you about your rights to end this Contract.  <a href="#">Section 5.3</a> tells you about Cancellation Fees.</p>
Our rights to end this Contract	<p>We can end this Contract for different reasons. If we end the Contract, you may have to pay an Early Exit Fee.</p> <p><a href="#">Section 5.4</a> tells you about our rights to end this Contract.  <a href="#">Section 5.5</a> tells you about Early Exit Fees</p>

## 2. What words mean in this Contract

“We”, “us” and “our” refer to Rite Rate.

“You” and “your” refers to the person whose name is set out beside “Your information” in [section 1](#).

“Account Holder” is the person whose name is on the Gas Utility bills for the Home.

“Cancellation Fee” is what you may have to pay if you end this Contract for no reason more than 30 days after you get your second bill with the Contract Price.

“Contract Length” is how long this Contract will last.

“Contract Price” is what you agree to pay under this Contract for natural gas that you buy from us for the Home.

“Early Exit Fee” is what you agree to pay if we end this Contract.

“Energy Consumer Protection Act” is the [Energy Consumer Protection Act, 2010](#) and any regulation made under that Act.

“Gas Utility” is the gas company that runs the pipes that bring natural gas to the Home. A Gas Utility is also called a distributor or a distribution company.

“Home” is the property that is supplied with natural gas under this Contract as shown in [section 1](#).

### **3. Supply of natural gas and billing**

#### **3.1 You are the Account Holder or the Account Holder’s spouse or agent**

You have told us that:

- a. you are the Account Holder for the Home;
- b. you are the spouse of the Account Holder for the Home; or
- c. the Account Holder has given you permission to enter into this Contract to supply natural gas to the Home.

#### **3.2 Enrolling you as a new customer**

Before we provide natural gas for the Home, we have to take two steps.

Step one: We must enrol you as a new customer.

Step two: We will ask your Gas Utility to switch you to the Contract Price for the natural gas used in the Home. This switch is a change to the supply arrangement information on your Gas Utility account, and will not interrupt natural gas service to the Home.

You agree that we can act as your agent for the purpose of asking your Gas Utility to switch you to the Contract Price and for the purposes of arranging for the supply of natural gas used in the Home and managing this Contract. You also agree that your Gas Utility can give us information about the gas account for the Home that we need in order to enrol you and to manage this Contract.

#### **3.3 Start date of supply**

We will start supplying natural gas to the Home under this Contract after your Gas Utility has finished switching you to the Contract Price.

Normally, we will start supplying the Home under this Contract within 120 days from when the Gas Utility finishes switching you to the Contract Price.

We do not control how fast your Gas Utility will do the switch. Some of the reasons why it can take longer for us to start supplying your natural gas are:

- a. Mistakes in the information that we have about you
- b. If your Gas Utility does not tell us they have done the switch
- c. If your Gas Utility takes longer than usual to do the switch for any other reason that we cannot control

#### **3.4 Delivery and billing**

Your Gas Utility will continue to deliver natural gas to the Home. They will also continue to read your natural gas meter.

Your Gas Utility will also normally continue to bill you on our behalf for natural gas supplied to the Home under this Contract. Your natural gas bills will be sent to you in accordance with your Gas Utility’s usual requirements

and schedules for things like billing and payment dates and security deposits.

We reserve the right to bill you directly.

## **4. Contract Price and other energy costs you will continue to pay**

### **4.1 Agreement to buy from us**

You agree to buy from us all of the natural gas used at the Home.

Your agreement to buy from us lasts until the end of the Contract Length. The Contract Length is shown in [section 1](#).

### **4.2 Contract Price: What you pay for natural gas under this Contract**

You agree that you will pay the Contract Price for the natural gas that you buy from us. The Contract Price is shown in [section 1](#). It includes:

The price for the natural gas used in the Home. Natural gas use is measured in cubic meters or “m3”.

Any other charge listed in [section 1](#) as part of the Contract Price. This can include:

- The price for getting natural gas to your Gas Utility (this is called “transportation”)
- The price for holding on to the natural gas until you need it (this is called “storage”)

### **4.3 Other energy costs: Charges you will continue to pay to others**

There are other charges that you will continue to pay in addition to the Contract Price.

These other charges are:

What you have to pay your Gas Utility to bring natural gas to the Home, except for transportation and/or storage if [section 1](#) shows that these are included in the Contract Price. Taxes

### **4.4 How you pay, deposits, late payments etc.**

RiteRate.ca reserves the right to bill you directly. While we primarily bill you through your utility, there may be instances where we need to bill you directly. If we do so, we will send you a monthly bill for applicable charges, with payment terms indicated on the invoice. Please note that you may be responsible for any failure to pay, including charges for dishonoured cheques, and all legal and collection costs.

## **5. Ending the Contract**

### **5.1 You can change your mind about this Contract**

The [Energy Consumer Protection Act](#) says that you have 10 days to change your mind about this Contract. This

is called the “cooling off” period. It starts when you enter into this Contract. If you tell us that you have changed your mind in those 10 days, this Contract will end. You will not have to pay any Cancellation Fee. And if you paid us any money under the Contract, we have to give you a full refund.

## 5.2 You can end this Contract if...

The [Energy Consumer Protection Act](#) says that you can end or “cancel” this Contract for different reasons if you want to.

You can end this Contract up to 30 days after you receive the second bill that is charging you the Contract Price. You will not have to pay any Cancellation Fees. But you have to pay those bills.

You can also end this Contract for any of the 7 reasons below. You will not have to pay any Cancellation Fees:

1. If you move out of the Home for good.
2. If this Contract does not meet the rules in the [Energy Consumer Protection Act](#) or the rules set by the Ontario Energy Board.
3. If we did something that the [Energy Consumer Protection Act](#) says is an unfair practice.  
Some of the unfair practices are:
  - a. If we said something that is not true or that can mislead you
  - b. If you are not the Account Holder or the Account Holder’s spouse or agent
  - c. If we did not follow the Ontario Energy Board’s consumer protection rules
4. If you already had a contract with another energy retailer when you entered into this Contract. This right to end this Contract only exists until the day the other contract ends.
5. If the [Energy Consumer Protection Act](#) says that we have to record a telephone call or an internet transaction that we or someone acting for us have with you, and we do not give you a copy within 10 days after you ask for it.
6. If this Contract is changed, renewed or extended at a time when we have not given the Ontario Energy Board information that we must give them each year.
7. If we automatically renew or extend this Contract.

The [Energy Consumer Protection Act](#) also says that you can end this Contract at any other time for no reason. You have to give us 10 days’ notice that you want to end this Contract for no reason. In this case, we can charge you a Cancellation Fee (see [section 5.3](#)).

Nothing in this Contract can take away or change any of the rights to end the Contract that the [Energy Consumer Protection Act](#) gives you.

## 5.3 Cancellation Fees

If you end this Contract for no reason more than 30 days after you receive the second bill that is charging you the Contract Price, we can charge you a Cancellation Fee. The Cancellation Fee cannot be more than \$50, unless the Home used more than 3,500 m<sup>3</sup> of natural gas in the 12 months before you end this Contract.

If the Home used more than 3,500 m<sup>3</sup> of natural gas in the 12 months before you end this Contract, the highest Cancellation Fee is:

$\$0.05 \times [\text{amount of gas used in the Home in those 12 months} \div 12] \times \# \text{ of months or part months left to go in the Contract Length.}$

In the event that you selected our wholesale gas product, there will be no associated Cancellation Fees if you advise us (in writing) of your wish to terminate the agreement.

## **5.4 We can end this Contract if...**

We can end this Contract for different reasons:

1. At our discretion, if you are in default of your payments
2. At our discretion, in the event you selected the Monthly Fixed Dollar program, and your most recent 12 months of actual billed consumption is greater than 3,500 m<sup>3</sup>
3. At our discretion, if you use more than 50,000 m<sup>3</sup> of natural gas at your home per annum
4. At our discretion, if your utility continually cancels our enrolment of your account for reasons beyond our control (such as past due amounts on the account, being enrolled with another marketer, and so on)
5. We are required to cancel the Contract for regulatory or legal reasons
6. Events or circumstances beyond reasonable control (Force Majeure)

## **5.5 Early Exit Fees**

There are no Early Exit Fees if we cancel your Contract.

## **6. Transferring the Contract**

At its sole decision, RiteRate.ca may assign this Contract to a third party. In the event that the RiteRate.ca assigns this Contract to a third party, the third party may choose to bill you directly for the natural gas supplied under this Contract. RiteRate.ca may also use this Contract as security to obtain a supply of natural gas for you. If you want to assign this Contract, you cannot assign this Contract to someone else without the written consent of RiteRate.ca.

## **7. How to Contact Us...**

### **7.1 If you have a complaint or question**

Phone: 416.862.0322 or toll free at 1.877.866.8056

Email: [service@riterate.ca](mailto:service@riterate.ca)

Toll free fax at 1.866.323.9845

In person: 65 Queen St. West, Suite 1220, Toronto, ON, M5H 2M5

### **7.2 To renew or extend this Contract**

While we don't renew or extend Contracts, feel free to call us if you have any questions at the information above.

### **7.3 To change your mind or end this Contract**

Email: [service@riterate.ca](mailto:service@riterate.ca)

Toll free fax at 1.866.323.9845

In person: 65 Queen St. West, Suite 1220, Toronto, ON, M5H 2M5

## **8. Making changes to this Contract**

We cannot change this Contract without first asking you if you agree. If we want to change the Contract, we will send you the change in writing or ask you about it over the phone. If you agree to the change, we will send you a copy in writing. After you get that copy, you have 20 days to change your mind and tell us that you do not want the change after all.

## **9. Contract cancellation**

In the event that the Contract is terminated and there is an applicable Fee, you will be legally required to pay for any sales tax owing on the Fee. Provided payment and notification is received no less than 16 days prior to the end of a month, RiteRate.ca will make every effort to end this Agreement on the 1st day of the following month, pending utility acceptance. If you are moving out of your home for good, you can terminate this Contract for free – all that we ask is that you provide us a legal document to show this (such as the first page of your current home's sale agreement, a lawyers invoices with your current address on it, a notarized affidavit, and so on).

## **10. Personal information**

RiteRate.ca takes your information and privacy seriously. Beyond information exchanges outlined in [section 3.2](#), if you signed up through a RiteRate partner program (like with a promotion code or through another discount site), your sign up information may be shared with the respective partner organization. Other than that, your personal information is limited to the confines of our affiliated group of companies. If we believe a sister company of ours has an offer worth considering, then, acting reasonably, your contact information may be shared, but only if we have an affiliate relationship with the company.

## **11. Some specific product benefits**

You can convert your variable rate into a fixed rate if your product selection was a Blended Rate. This is your right, but not an obligation. You can do so on an anniversary date of your start date. In order to do so, just send us a written request (via email or mail) no less than 60 days and no more than 120 days of the anniversary start date. The fixed rate that will be applicable shall be the Fixed rate that was available at the time of the original sign up.

If you selected the Wholesale Gas product, you also have a right to convert your agreement to a Fixed rate at any time. In order to do so, you will need to cancel your current contract for free (by sending us written notice via email or mail), and sign up a new fixed rate contract through our website.

If you selected a Fixed Rate, you have the option to Average Down your rate on a later date. In order to do so, just send us a written request (via email or mail) no less than 60 days and no more than 120 days of the next available quarterly start date you wish to act on. Your new rate will be provided to you upon request, and will be calculated by prorating a new offer with the rate remaining on your term. In order to do so, you will need to cancel your current contract for free, and sign up for a new contract through our website, with a special code we will provide to you.

We also understand that our Transportation to Enbridge will be provided by Enbridge at their regulated rate(s) as

approved by the OEB. In the event that RiteRate, under Enbridge's Dawn Access Settlement Agreement as approved by the OEB, provides some or all of the transportation, we hereby agree to allow RiteRate to add the cost of this transportation and storage to our Contract Price over the remaining term of our Agreement.